

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

UNITED CORPORATION,
Plaintiff,

v.

WADDA CHARRIEZ,

Defendant.

WADDA CHARRIEZ,
Counter-Claimant,

v.

UNITED CORPORATION,
Defendant.

WADDA CHARRIEZ,

Third-Party Plaintiff,

v.

FATHI YUSUF,

Third-Party Defendant.

Case No.: 2013-CV-152

ACTION FOR DAMAGES
& RECOUPMENT

JURY TRIAL DEMANDED

**DEFENDANT WADDA CHARRIEZ'S FIRST
REQUESTS TO ADMIT TO PLAINTIFF UNITED CORPORATION**

COMES NOW Defendant, Wadda Charriez, by counsel, propounds the following Requests to Admit to be timely answered or deemed admitted pursuant to V.I. R. Civ. P. 36 on Plaintiff United Corporation. **Defendant Charriez will propound additional discovery when United Corporation files an answer to Defendant Charriez's Second Amended Counterclaim and Fathi Yusuf files an answer to Defendant Charriez's First Amended Third Party Complaint.**

TERMS AND MEANINGS

The terms used in this Discovery have the following meaning:

As used herein, the term "**document(s)**" is used in its broadest sense to include, by way of illustration only and not by way of limitation, all originals and non-identical copies of any writing or any other tangible thing or data compilation in the custody, possession or control of the Plaintiff - whether printed, typed, reproduced by any process, written or produced by hand, including any graphic matter however produced or reproduced, or produced by any other mechanical means and all data, either electronic, magnetic, chemical, mechanical, or other form of data storage capable of being transformed into written or oral matter, including, but not limited to, CD-ROMs, DVDs, computer disks, Hard-drive computer storage mediums — including e-mails, letters, affidavits, filings, engineering studies and/or tests, reports, agreements, communications, correspondence, permits, accounting records, business records, contracts, letters of agreements, telegrams, mailgrams, memoranda, summaries and/or records of personnel or telephone conversations, diaries, calendars, forecasts, photographs, tape recordings, facsimiles, models, statistical statements, graphs, charts, plans, drawings, service and/or pump data, logs, minutes or records of meetings, minutes or records of conferences, reports and/or summaries of interviews, reports, conversations, summaries of investigations, opinions or reports of consultants, topographical or geological maps or surveys, appraisals, records, reports or summaries of negotiations, drafts of any document, revisions of drafts of any document, purchase orders, invoices, receipts, original or preliminary notes, financial statements, accounting work papers, promissory notes, film, microfilm, microfiche, punch cards, slides, pictures, videotapes, moving pictures, computer programs, laboratory results, magnetic tapes or any other matter

which is capable of being read, heard or seen with or without mechanical or electronic assistance.

The parties have consented, pursuant to V.I. R. Civ. P. 5(b)(2)(E), to electronic service of all documents in this action including discovery requests and responses.

"**Communication**" means any correspondence, contact, discussion, exchange, contract, or agreement between any two or more persons. Without limiting the foregoing, "communication" includes all documents, as defined above, telephone conversations, internet communications, e-mail, facsimile transmissions, voice mail, face-to-face conversations, meetings, and conferences.

"United" or "United Corp" shall mean the plaintiff United Corporation.

"Charriez" shall mean the defendant Wadda Charriez.

REQUESTS TO ADMIT

RTA No. 1: ADMIT or DENY that on January 8, 2013, Fathi Yusuf told Wadda Charriez she was fired.

Response:

RTA No. 2: ADMIT or DENY that an hourly employee must be paid for all hours worked, whether that work is conducted on or off the employer's premises.

Response:

RTA No. 3: ADMIT or DENY that with Wally Hamed, representing his father, Mohammad Hamed's, interest in the Hamed-Yusuf Partnership pursuant to a power of attorney, *or* the Hamed-Yusuf Partnership, authorized the current lawsuit, *United Corporation v Wadda Charriez*, Superior Court of the Virgin Islands, Division of St. Croix, No. 2013-CV-152.

Response:

**Requests 4-13 relate to Attached *Exhibit 1*:
The Order of the Court (Summary Judgment) dated November 17, 2014.**

RTA No. 4: ADMIT or DENY that there was a telephonic conference with Judge Brady in *Hamed v. Yusuf*, SX-12-CV-370, "on October 7, 2014".

Response:

RTA No. 5: ADMIT or DENY that at a telephonic conference with Judge Brady in *Hamed v. Yusuf*, SX-12-CV-370, on October 7, 2014, "'Defendants' [Yusuf and United, stated their] agreement that the relationship between Plaintiff and Yusuf constituted a partnership."

Response:

RTA No. 6: ADMIT or DENY that at a telephonic conference with Judge Brady in *Hamed v. Yusuf*, SX-12-CV-370, on October 7, 2014, "the Court advised that based Defendants' agreement that the relationship between Plaintiff and Yusuf constituted a partnership that it would enter summary judgment as to the existence of a partnership."

Response:

RTA No. 7: ADMIT or DENY that "based Defendants' agreement that the relationship between Plaintiff and Yusuf constituted a partnership" at that October 7, 2014 telephonic conference, Judge Brady entered the Summary Judgment which stated, inter alia, " In his Motion re Master, Defendant Yusuf conceded the existence of a partnership by operation of law between himself and Plaintiff Hamed, and requested that this Court dissolve said partnership."

Response:

RTA No. 8: ADMIT or DENY that "based Defendants' agreement that the relationship between Plaintiff and Yusuf constituted a partnership" at that October 7, 2014 telephonic conference, Judge Brady entered the Summary Judgment which stated, inter alia, "In subsequent filings and in open court, Defendants have reiterated their concession as to the existence of the partnership."

Response:

RTA No. 9: ADMIT or DENY that "based Defendants' agreement that the relationship between Plaintiff and Yusuf constituted a partnership" at that October 7, 2014 telephonic conference, Judge Brady entered the Summary Judgment which stated, inter alia, " The formal declaration of the existence of a partnership is a necessary prerequisite to the dissolution and winding -up of the partnership, the process upon which the parties have embarked. "

Response:

RTA No. 10: ADMIT or DENY that "based Defendants' agreement that the relationship between Plaintiff and Yusuf constituted a partnership" at that October 7, 2014 telephonic conference, Judge Brady entered the Summary Judgment which stated, inter alia, "the Court finds and declares that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the three Plaza Extra Stores, with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities."

Response:

RTA No. 11: ADMIT or DENY that in his Motion re Master, Defendant Yusuf conceded the existence of a partnership between Hamed and Yusuf for as to the operation of the Plaza Extra Stores by operation of law between himself and Plaintiff Hamed, and requested that this Court dissolve said partnership.

Response:

RTA No. 12: ADMIT or DENY that in subsequent in filings and in open court in Hamed v. Yusuf, Defendants have reiterated their concession as to the existence of the partnership between Hamed and Yusuf for as to the operation of the Plaza Extra Stores.

Response:

RTA No. 13: ADMIT or DENY that Yusuf made a formal declaration of the existence of the Hamed-Yusuf Plaza Extra Stores partnership, and that Hamed and Yusuf have embarked on the dissolution and winding-up of the partnership.

Response:

RTA No. 13: ADMIT or DENY that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the three Plaza Extra Stores, with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities.

Response:

RTA 14: ADMIT or DENY that Wadda Charriez was a witness in the TRO Hearing in Hamed v. Yusuf in 2013.

Response:

RTA 15: ADMIT or DENY that when Wadda Charriez testified as a witness in the TRO Hearing in Hamed v. Yusuf in 2013, her testimony was hostile to Yusuf and United, and that she was questioned as a hostile witness.

Response:

RTA 16: ADMIT or DENY that when Wadda Charriez testified as a witness in the TRO Hearing in Hamed v. Yusuf in 2013, her testimony was that an attempt was made to terminate her because of her willingness to testify.

Response:

RTA 17: ADMIT or DENY that Wadda Charriez's attempted termination by United in 2013 was not successful.

Response:

RTA 18: ADMIT or DENY that Wadda Charriez's attempted termination in 2013 did not result in her being separated from employment at Plaza Extra.

Response:

RTA 19: ADMIT or DENY that Wadda Charriez's attempted termination in 2013 did not result in her being separated from employment at Plaza Extra.

Response:

RTA 20: ADMIT or DENY that Wadda Charriez's attempted termination 2013 did not result in her being separated from employment at Plaza Extra because of the intervention of members of the Hamed family.

Response:

RTA 20: ADMIT or DENY that Wadda Charriez's attempted termination 2013 did not result in her being separated from employment at Plaza Extra because of the intervention because Hamed was a 50% partner in the operation of the Plaza Extra Supermarkets.

Response:

Dated: March 6, 2018



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CERTIFICATE OF SERVICE

I hereby certify that on this 6th day of March, 2018, I served a copy of the foregoing Request for Interrogatories by email, as agreed by the parties, on:

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CERTIFICATE OF COMPLIANCE WITH RULE 6-1(e)

This document complies with the page or word limitation set forth in Rule 6-1(e).



EXHIBIT 1

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

MOHAMMED HAMED by his authorized agent)
WALEED HAMED,)
Plaintiff/Counterclaim Defendant,)
v.)
FATHI YUSUF and UNITED CORPORATON,)
Defendants/Counterclaimants)
v.)
WALEED HAMED, WAHEED HAMED,)
MUFEED HAMED, HISHAM HAMED, and)
PLESSEN ENTERPRISES, INC.)
Counterclaim Defendants.)

CIVIL NO. SX-12-CV-370
ACTION FOR DAMAGES, etc.

ORDER

THIS MATTER is before the Court on Plaintiff's Motion for Partial Summary Judgment, filed November 12, 2012 in the District Court of the Virgin Islands, prior to remand to this Court; Defendants' Motion to Appoint a Master for Judicial Supervision of Partnership Winding Up, or in the alternative to Appoint Receiver to Wind Up Partnership ("Motion re Master"), filed April 7, 2014; Plaintiff's Renewed Motion for Partial Summary Judgment as to the Existence of a Partnership ("Plaintiff's Motion"), filed May 9, 2014; Defendants' Opposition, filed June 2, 2014; Plaintiff's Reply, filed June 10, 2014, and Plaintiff Mohammad Hamed's Notice of Additional Facts Regarding his Motion for Summary Judgment as to Partnership, filed September 11, 2014. This matter came on for a telephonic status conference on October 7, 2014, at which time the Court advised that based Defendants' agreement that the relationship between Plaintiff and Defendant

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Yusuf constituted a partnership that it would enter summary judgment as to the existence of a partnership. As such, Plaintiff's Motion will be granted for the reasons that follow.

By Amended Complaint filed October 19, 2012, Plaintiff alleged that a partnership existed between Hamed and Yusuf pursuant to the Uniform Partnership Act adopted in the Virgin Islands, and brought this action pursuant to V.I. CODE ANN. tit. 26, § 75 seeking, among other things, entry of declaratory judgment recognizing the Hamed-Yusuf Partnership. In his Motion re Master, Defendant Yusuf conceded the existence of a partnership by operation of law between himself and Plaintiff Hamed, and requested that this Court dissolve said partnership. See Motion re Master, ¶7. In subsequent filings and in open court, Defendants have reiterated their concession as to the existence of the partnership. Accordingly, Plaintiff renewed his motion for partial summary judgment, seeking the Court's entry of judgment on Count One of Plaintiff's Amended Complaint declaring the existence of the Hamed-Yusuf Partnership.

Defendants object to Plaintiff's Motion on the following grounds: 1) Pursuant to LRCi 56.1, Plaintiff's Motion lacks a separate statement of material facts; 2) Plaintiff's Amended Complaint does not request declaratory relief based on the Uniform Partnership Act; and 3) there is no need to enter summary judgment as Defendant Yusuf already conceded the existence of a partnership. Opposition, at 2-4.

The Court is not persuaded by Defendants' arguments: First, Plaintiff's Motion before the Court is "renewed." His original Motion for Partial Summary Judgment, filed in the District Court, included an accompanying statement of undisputed material facts. As such, Plaintiff in compliance with LRCi 56.1. Second, Paragraphs 36 and 37 of Plaintiff's Amended Complaint specifically seeks declaratory relief as to the existence of a partnership pursuant to the Uniform

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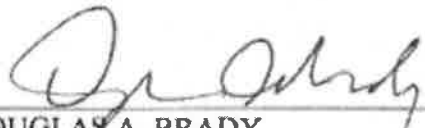
Partnership Act, as codified in the V.I. Code. Finally, contrary to Defendants' argument, the declaration by the Court of the legal relationship of the parties, disputed in the pleadings but undisputed in fact, brings clarity to the record and conforms the law of the case to the undisputed facts upon which the parties agree. The formal declaration of the existence of a partnership is a necessary prerequisite to the dissolution and winding-up of the partnership, the process upon which the parties have embarked. In light of the foregoing, it is hereby

ORDERED that Plaintiff's Renewed Motion for Partial Summary Judgment as to the Existence of a Partnership is GRANTED; and it is further

ORDERED that the Court finds and declares that a partnership was formed in 1986 by the oral agreement between Plaintiff and Defendant Yusuf for the ownership and operation of the three Plaza Extra Stores, with each partner having a 50% ownership interest in all partnership assets and profits, and 50% obligation as to all losses and liabilities; and it is further

ORDERED that Plaintiff may properly maintain this action against Defendant Yusuf for legal and equitable relief to enforce his rights under the parties' partnership agreement and the Uniform Partnership Act.

Dated: *November 7, 2014*



DOUGLAS A. BRADY
Judge of the Superior Court

ATTEST:

ESTRELLA GEORGE
Acting Clerk of the Court

By: 
Court Clerk Supervisor

11/7/14